

21 CV 451 ELH

From: Secured Party Creditor / TRUST® / trustee; To: Justice - Common-law

Julius Elmo Montgomery

1011 west lombard street

1515 saint louis avenue (suite 102)

baltimore, maryland [21001]

ocean city, maryland [21842]

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FEB 22 2021

AT BALTIMORE
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY

Date: 2-14-2021

Re: Tort-claim; title 42 1985; Administrative Procedure Act 5 U.S.C.A 703

COMES NOW the Secured Party Creditor / trustee / Bailee; Julius Elmo Montgomery, on-behalf of TRUST / Estate: JULIUS ELMO MONTGOMERY III® TRUST®; NON-ADVERSE, NON-COMBATANT, NON-BELLIGERENT, NON-RESIDENT-ALLEN; a PRIVATE-FOUNDATION, and Common-law TRUST®-organisation, in the Commercial Chambers under necessity to secure the rights, title(s), interest and value therefrom, in and of the Root of Title from inception as well as all property held in trust - Filed; Commercial Registry; A Tort-action ensue for the following breach; to wit:

The 20th day of May AD 2020 the TRUST® was USED/breached; The trust account / trustee was used without-Authorized-consent via warehouse-receipt by MICHAEL CAPASSO. The Undersigned Presented MICHAEL CAPASSO with the / A Conditional Acceptance For Value - Proof of Claim - Memorandum in Support of a PRIVATE ADMINISTRATIVE PROCESS.

The Undersigned explicitly defined and furthermore conveyed to Mr. Capasso; warden via, certified return signed receipt mail, [i.e., without the UNITED STATES (title 28 U.S.C.A. § 3002 (15) (A), U.C.C. 9-307(8), U.S.C.A. Const. Art. 1:8:17-18]; asserting that the TRUST[®] via International Public Order, and Fee Simple agreement, [i.e., A Statute Stipled Security agreement; Legal Notice and Demand] is of the De jure - jurisdiction, the original organic jurisdiction (circa 1787); Therein was expressed by the C.A.E.V./Proof of Claim and Affidavit-Notice of Record that the Secured Party Creditor/trustee did not/does not/nor has subordinated the TRUST[®] Superior lien/levy. Moreover, that these actions against the Trust/trustee/Secured Party Creditor and that this being the breach of the TRUST[®] by Coercion of the Sec. Party Creditor/trustee/Bailee to take responsibility for the TRUST[®] against his Will, [i.e., see: the Declaration of TRUST[®], Held-Harmless-Idemnity Agreement via, Commercial Chambers]

The TRUST[®] did not consent; transmuted the Superior lien would/and will be preserved, without prejudice/U.C.C. 1-308. The Secured Party Creditor trustee/Bailee provided 50 days w/ 72 hours to cure - Mr. Capasso - Non-response to the Presented Proof of Claims; for resolution of this matter that had been accepted for value. Therefore the Non-response, refusal/or failure to provide proof of claim negates that; also agreed to was by his silence, constituting Mr. Capasso silent tacit agreement and that you agreed to be responsible, culpable, and liable party, otherwise known as tortfeasor and the points via, MEMORANDUM IN SUPPORT OF PRIVATE ADMINISTRATIVE PROCESS aka; C.A.E.V. for Proof of Claim w/ Notice of Administrative Remedy Points and Authorities, that Mr. Capasso agreed to is the cause of action and are the facts in the matter, that operate in TRUST[®] favor, to support an affidavit of default (72 hrs to cure), and Mr. Capasso dishonor is 'your' (his) stipulation, admission and agreement/confession, this being Nil dicit judgement

of the admitted and confessed injurious acts, including acts of fraud, causing tremendous hardship against the Secured Party Creditor/trustee/Bailee; Julius-Elmo-Montgomery, and Mr Capasso agreed as the responsible party for all monetary and Mr Capasso agreed to pledge all your private property, all assets, accounts, and that of your spouse (if any), and you (Mr Capasso) agreed to pledge your body, DNA, (Mr Capasso, flesh and blood shall serve as the Asset(s) to back the security interest), all futures, all derivatives, and all attachments as collateral/surety for any and all monetary damages for all injuries that you agreed [i.e. Mr Capasso; 'warden'] to have caused and/or committed upon me, as was/and is supported in the C.A.F.V.-Caveat/Memorandum in Support, in Mr Capasso - individual Private capacity, waiving all rights to Safe Harbor and/or protected person status and such debt(s) now owing, including and resulting from your actions; all burdens, costs, fees, fines, expenses and losses and Mr Capasso agreed to subjugation and subrogation (that the TRUST®-trustee/Secured Party Creditor can sign your name to any document or instrument as necessary 'actions' for remedy) in this matter and MICHAEL CAPASSO agreed to voluntary Lis pendens on all 'your' (MICHAEL CAPASSO) property and accounts and that of your spouse (if any) and Mr Capasso agreed that the Undersigned can take any and all necessary actions including but not limited to law suite, liens or otherwise to obtain full satisfaction and accord in this matter by Mr Capasso silent-tacit-agreement.

Moreover; the following injurious actions occurred to the Secured Party Creditor/trustee during the Breach of TRUST® and

Undersigned / Claimant; produce upon which any claim operates - lawfully - against the Secured Party creditor / trustee / Bailee; Disclose whether the actions against the TRUST^o was / and is a matter proceeding in time of Peace / and / or War; Insure that in the matter, respondent agree 'not' to (agree - to) NOT mutually conspire to engage in a scheme of unjust enrichment, or a Declaration of War against the Undersigned / Claimant and subjection of Claimant to a state of involuntary servitude and peonage in violation of

a.) Bill of Rights - re; Right to Life, Liberty, and Pursuit of Happiness

b.) Thirteenth Amendment of the constitution of the united states (circa 1787)

C.) Title 18 USC § 1581;

D.) Title 42 USC § 1994;

E.) Article 6 of American Convention on Human Rights;

F.) Article I § X of the U.S. Constitution

As an operation of law the Undersigned (Secured Party Creditor / trustee / Bailee) / Claimant is required to exhaust their administrative remedy (ies) before bringing any judicial action for remedy or relief and this being the pertinent matter within this administrative process, via agreement per MICHAEL CAPASSO - NON -

RESPONSE / DEFAULT - failure to cure, C.A.F.V. - proof(s) of claim; stipulation and confession The Principales that arise from the Administrative Procedures Act (APA) establishes fairly liberal standards for allowing participation by persons who either have a personal interest in the outcome of the proceeding or represent a pertinent public interest. Title 5 U.S.C. 703; moreover under the APA, at 5 U.S.C. 556 'D'; the proponent of a rule or order bears the burden of proof.

The Undersigned / Claimant is relying upon the same measures and enforcing the same requirements in exhausting the administrative process as to Proof of Wrong Doing, injuries, liability, fraud, misapplication of statute, lack of jurisdiction, barratry, egregious acts and / or otherwise as applied to the trust^o / trustee / Secured Party Creditor' Legal Notice and Demand / a Statute

Stapled Security-Agreement; Declaration of TRUST[®]; H.H.I.A.; Common-law-copyright. The Undersigned/Claimant initiated the Private Administrative Process (Independent-International) under the principal of contract which operates upon the Agent/Principal and Principal in a Private-capacity as fact-finder, [i.e., Undersigned/Claimant] to secure the preponderance of proof, evidence or otherwise, where facts asserted [admitted] are more probable true than false. In said case; "proceedings must be of a type relied upon by reasonably prudent men in the conduct of their serious affairs." Therein, Mr. Capasso (MICHAEL CAPASSO) had a good-faith duty to respond and answer the inquiries, [i.e., Notice of Administrative Remedy - Points and Authorities] w/ the Memorandum in Support of PRIVATE ADMIN. PROCESS - a.k.a. C.A.F.V.; None of the, as said, regarding to the ADMIN. PROCESS (Private) and as defined in all the above; there is a breach of the TRUST/Estate JULIUS ELMO MONTGOMERY III[®] TRUST[®].

The undersigned seeks 24million-dollars (Twenty-four-million-dollars) for the damages incurred to the TRUST[®]. This is

Without Prejudice / All Rights Reserved
(U.C.C. 1-508)

Julius-Elmo Montgomery; Secured Party Creditor
/ trustee/Bailee/Attorney-in-Fact
On-behalf-of

JULIUS ELMO MONTGOMERY III[®] TRUST[®]

Certificate of Service

The Trust[®]/trustee/Secured Party Creditor/Bailee affirms the Declaration of TRUST[®] in compliance with Title 28 USCA § 1746(1) and executed without the UNITED STATES; we affirm under the penalties of perjury, and to the laws of the De Jure; united states of America, that the foregoing is true, correct and complete to the best of belief and informed knowledge. And further the Deponent saith Not. I now affix my signature and Official Seal to the above Tort - Private Administrative Proceeding, with explicit reservation of all our unalienable rights, without prejudice to any of those rights, in compliance with U.C.C. 1-308. This is

Without Prejudice/All Rights Reserved
(UCC 1-308)

*Julius Elmo Montgomery, Secured Party Creditor/
Trustee/Bailee*

On-behalf-of

JULIUS ELMO MONTGOMERY III[®] TRUST[®]

Proof of Mailing

On the 13 day of February A.D. 2021 the undersigned-
mailed, [i.e. without the UNITED STATES (THE 28 U.S.C.A. § 3002(15)(A); U.C.C. 9-307(8);
U.S.C.A. Const. Art. 1:8:17-18], via, certified-return-signed-receipt, to Clerk;
[101] W. Lombard street, Baltimore, Maryland [21001]

Without Prejudice/All Rights Reserved
(U.C.C. 1:308)

*Julius Elmo Montgomery; Secured Party-
Creditor/trustee/Bailee*

On-behalf-of.

JULIUS ELMO MONTGOMERY III TRUST[®]